

HOUSE BILL 45

F3

(PRE-FILED)

1lr1238
CF SB 138

By: **Delegate Forbes**

Requested: October 29, 2020

Introduced and read first time: January 13, 2021

Assigned to: Appropriations

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 8, 2021

CHAPTER _____

1 AN ACT concerning

2 **Education – Baltimore County Public Library – Collective Bargaining**

3 FOR the purpose of authorizing employees of the Baltimore County Public Library to form,
4 join, and participate in an employee organization and engage in certain other
5 activities related to collective bargaining; providing that a certain employee may be
6 deemed supervisory under certain circumstances for certain purposes; establishing
7 that the exercise of a certain function may not necessarily require a certain
8 conclusion; prohibiting a class title alone from being the basis for a certain
9 determination; specifying the responsibilities of the library and the certified
10 exclusive representative; stating the goal of collective bargaining; requiring the
11 library to recognize certain rights of the certified exclusive representative; requiring
12 the certified exclusive representative to serve as the sole agent for the unit in
13 collective bargaining and represent employees in a certain manner; authorizing a
14 certain employee organization to file a certain petition; establishing certain
15 requirements for a certain petition; establishing the petition process; establishing a
16 certain election process; prohibiting a certain election from being conducted within
17 a certain period of time; establishing a certain decertification procedure; requiring
18 the library and the certified exclusive representative to enter into a collective
19 bargaining agreement that contains certain provisions; requiring the library to make
20 certain payroll deductions under certain circumstances; requiring that certain dues
21 be remitted to the certified exclusive representative; requiring the library to stop
22 making certain payroll deductions under certain circumstances; specifying when a
23 collective bargaining agreement is effective and when it expires; requiring the library
24 and the certified representative to reach an agreement by a certain date except under

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



certain circumstances; specifying the conditions under which an impasse is reached in collective bargaining negotiations; specifying the procedures, including for mediation, to be followed if an impasse is reached in collective bargaining negotiations; requiring the library, under certain circumstances, to submit certain terms of the collective bargaining agreement to the Baltimore County Public Library Board of Trustees for its acceptance or rejection; requiring the Board to take certain action regarding the terms submitted to it for review; requiring the library and the certified exclusive representative to take certain action if the Board rejects a term; requiring the Board to take certain action if it accepts a term; authorizing the Baltimore County Executive and Baltimore County Council to take certain action regarding certain requests submitted to them for approval; requiring the Baltimore County Executive to take certain action if the Baltimore County Executive accepts a certain request; requiring that the entire collective bargaining agreement be returned to the library system and the certified exclusive representative for renegotiation within certain limits under certain circumstances; requiring that a certain renegotiation be completed within a certain timeline; prohibiting an employer and an employee organization from taking certain actions regarding collective bargaining; authorizing a certain employee to discuss certain matters with the employer; providing that a certain provision of this Act does not waive a certain right of the employee organization; establishing certain rights of the employer; prohibiting employees or an employee organization from striking; authorizing a certain court to enjoin a strike on request of the employer; prohibiting an employee from receiving compensation from the employer while the employee is engaged in a strike; providing that this Act and a collective bargaining agreement entered into under this Act supersede certain provisions of law under certain circumstances; providing for the construction of certain provisions of this Act; defining certain terms; and generally relating to collective bargaining for employees of the Baltimore County Public Library.

BY adding to

Article – Education

Section 23–701 through ~~23–709~~ 23–712 to be under the new subtitle “Subtitle 7. Baltimore County Public Library – Collective Bargaining”

Annotated Code of Maryland

(2018 Replacement Volume and 2020 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Education

SUBTITLE 7. BALTIMORE COUNTY PUBLIC LIBRARY – COLLECTIVE BARGAINING.

23–701.

(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
INDICATED.

(B) "BOARD" MEANS THE BALTIMORE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES.

(C) "CERTIFIED EXCLUSIVE REPRESENTATIVE" MEANS THE EMPLOYEE ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING AGENT FOR A BARGAINING UNIT.

(D) "CONFIDENTIAL EMPLOYEE" MEANS AN EMPLOYEE WHO HAS ACCESS TO CONFIDENTIAL INFORMATION, INCLUDING BUDGETARY AND FISCAL DATA, SUBJECT TO USE BY THE EMPLOYER IN COLLECTIVE BARGAINING OR IN THE ADJUSTMENT OF GRIEVANCES.

~~(D)~~ (E) "COUNTY COUNCIL" MEANS THE BALTIMORE COUNTY COUNCIL.

~~(E)~~ (F) "COUNTY EXECUTIVE" MEANS THE BALTIMORE COUNTY EXECUTIVE.

~~(F)~~ (G) "DIRECTOR" MEANS THE DIRECTOR OF THE BALTIMORE COUNTY PUBLIC LIBRARY, OR THE DIRECTOR'S DESIGNEE.

~~(G)~~ (H) (1) "EMPLOYEE" MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF THE LIBRARY.

(2) "EMPLOYEE" DOES NOT INCLUDE ~~AN EMPLOYEE:~~

~~(I) WHO, AS A FUNCTIONAL RESPONSIBILITY, ACTS IN A CONFIDENTIAL CAPACITY TO ASSIST THE BALTIMORE COUNTY PUBLIC LIBRARY OFFICIALS WHO FORMULATE, DETERMINE, AND EFFECTUATE POLICIES IN THE FIELD OF EMPLOYEE RELATIONS; OR~~

~~(H) WHO, IN THE INTEREST OF THE EMPLOYER, HAS:~~

~~1. AUTHORITY TO TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE OTHER EMPLOYEES;~~

~~2. RESPONSIBILITY TO DIRECT OTHER EMPLOYEES FOR MORE THAN 50% OF THE EMPLOYEE'S WORKING HOURS; OR~~

~~3. AUTHORITY TO ADDRESS AND RESOLVE EMPLOYEE GRIEVANCES~~ A CONFIDENTIAL EMPLOYEE, MANAGEMENT EMPLOYEE, OR SUPERVISORY EMPLOYEE.

~~(H)~~ (I) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION THAT ADMITS EMPLOYEES OF THE EMPLOYER AS MEMBERS AND HAS AS A PRIMARY PURPOSE THE REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE EMPLOYER.

~~(H)~~ (J) "EMPLOYER" MEANS THE BALTIMORE COUNTY PUBLIC LIBRARY.

(K) "MANAGEMENT EMPLOYEE" MEANS AN EMPLOYEE WHO GENERALLY HAS AUTHORITY AND WHO:

(1) FORMULATES POLICY THAT IS APPLICABLE THROUGHOUT A REPRESENTATION UNIT;

(2) HAS A SIGNIFICANT ROLE IN PERSONNEL ADMINISTRATION, EMPLOYEE RELATIONS, OR THE PREPARATION AND ADMINISTRATION OF BUDGETS FOR THE EMPLOYER; OR

(3) MAY REASONABLY BE REQUIRED TO:

(I) ASSIST DIRECTLY IN THE PREPARATION FOR AND CONDUCT OF COLLECTIVE BARGAINING NEGOTIATIONS ON BEHALF OF THE EMPLOYER; OR

(II) HAVE A MAJOR ROLE IN THE ADMINISTRATION OF RESULTING COLLECTIVE BARGAINING AGREEMENTS.

(L) "SUPERVISORY EMPLOYEE" MEANS AN EMPLOYEE WHO IS AUTHORIZED TO:

(1) HIRE, TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE EMPLOYEES;

(2) RESPONSIBLY DIRECT EMPLOYEES FOR MORE THAN 50% OF THE EMPLOYEE'S WORKING HOURS; OR

(3) ADDRESS AND RESOLVE THE GRIEVANCES OF EMPLOYEES.

23-702.

(A) AN EMPLOYEE WHO MAY EFFECTIVELY RECOMMEND AN ACTION LISTED IN § 23-701(L) OF THIS SUBTITLE MAY BE DEEMED A SUPERVISORY EMPLOYEE IF THE EMPLOYEE'S EXERCISE OF THE AUTHORITY REQUIRES THE EXERCISE OF INDEPENDENT JUDGMENT AND IS NOT MERELY OF A ROUTINE OR CLERICAL NATURE.

(B) THE EXERCISE OF ANY SINGLE FUNCTION LISTED IN § 23-701(L) OF THIS SUBTITLE MAY NOT NECESSARILY REQUIRE THE CONCLUSION THAT THE INDIVIDUAL EXERCISING THAT FUNCTION IS IN FACT A SUPERVISORY EMPLOYEE WITHIN THE MEANING OF THE DEFINITION.

(C) IN DIFFERENTIATING A SUPERVISORY EMPLOYEE FROM A NONSUPERVISORY EMPLOYEE, A CLASS TITLE ALONE MAY NOT BE THE BASIS FOR DETERMINATION.

~~23-702~~ 23-703.

EMPLOYEES OF THE EMPLOYER MAY:

(1) FORM, JOIN, AND PARTICIPATE IN AN EMPLOYEE ORGANIZATION;

(2) BARGAIN COLLECTIVELY THROUGH A CERTIFIED EXCLUSIVE REPRESENTATIVE OF THEIR CHOICE;

(3) ENGAGE IN LAWFUL CONCERTED ACTIVITIES FOR THEIR MUTUAL AID AND PROTECTION; AND

(4) REFRAIN FROM ANY ACTIVITY COVERED UNDER ITEMS (1) THROUGH (3) OF THIS SECTION.

~~23-703~~ 23-704.

(A) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE HAVE A RESPONSIBILITY TO ENGAGE IN GOOD FAITH BARGAINING OVER MATTERS REQUIRED BY LAW.

(B) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE JOINTLY SHALL BE RESPONSIBLE FOR FOSTERING A POSITIVE LABOR RELATIONS ENVIRONMENT BASED ON MUTUAL TRUST, RESPECT, COMMUNICATION, AND COOPERATION.

(C) THE GOAL OF COLLECTIVE BARGAINING IS THE DELIVERY OF QUALITY PUBLIC SERVICES TO THE RESIDENTS OF THE STATE IN A MANNER THAT IS CONSISTENT AND COMPLIANT WITH LAW.

~~23-704~~ 23-705.

(A) THE EMPLOYER SHALL RECOGNIZE THE RIGHT OF THE CERTIFIED EXCLUSIVE REPRESENTATIVE TO REPRESENT THE EMPLOYEES IN THE UNIT IN COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.

(B) THE CERTIFIED EXCLUSIVE REPRESENTATIVE OF A UNIT SHALL:

(1) SERVE AS THE SOLE AGENT FOR THE UNIT IN COLLECTIVE BARGAINING; AND

(2) REPRESENT ALL EMPLOYEES IN THE UNIT FAIRLY AND IN GOOD FAITH, IN A MANNER THAT IS NOT ARBITRARY OR DISCRIMINATORY.

~~23-705.~~ 23-706.

(A) (1) AN EMPLOYEE ORGANIZATION SEEKING CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE FOR THE BARGAINING UNIT OF EMPLOYEES MAY FILE A PETITION WITH THE DIRECTOR INDICATING THIS INTENT.

(2) THE PETITION MAY BE FILED DURING ANY TIME OF THE YEAR.

(3) THE PETITION SHALL CONTAIN:

(I) A REQUEST THAT THE BOARD RECOGNIZE THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES IN THE BARGAINING UNIT;

(II) A STATEMENT THAT THE EMPLOYEE ORGANIZATION IS ONE IN WHICH EMPLOYEES PARTICIPATE AND THAT HAS AS ONE OF ITS PURPOSES THE REPRESENTATION OF PUBLIC EMPLOYEES IN MATTERS OF WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT;

(III) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS NO TERMS OR CONDITIONS OF MEMBERSHIP THAT DISCRIMINATE WITH REGARD TO RACE, COLOR, CREED, GENDER, AGE, POLITICAL AFFILIATION, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, OR DISABILITY; AND

(IV) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN ITS POSSESSION WRITTEN PROOF DATED NOT MORE THAN 1 YEAR BEFORE THE DAY ON WHICH THE PETITION IS FILED ESTABLISHING THAT AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE BOARD OF TRUSTEES.

(4) BEFORE A PETITION MAY BE PROCESSED, THE PROOF OF INTEREST SUBMITTED SHALL BE VERIFIED AS PROVIDED IN THIS SECTION.

1 **(5) THE EMPLOYEE ORGANIZATION AND THE LIBRARY SYSTEM SHALL**
2 **EQUALLY BEAR ANY COSTS ASSOCIATED WITH THE VERIFICATION.**

3 **(B) (1) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A**
4 **BARGAINING UNIT FILE A PETITION WITH THE DIRECTOR, THE EMPLOYEE**
5 **ORGANIZATION OR EMPLOYEES SHALL SUBMIT TO A NEUTRAL DECISION MAKER**
6 **FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE THE**
7 **AUTHORIZATION CARDS SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES**
8 **IN THE BARGAINING UNIT NOT MORE THAN 1 YEAR BEFORE THE DAY THE PETITION**
9 **WAS FILED INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE**
10 **DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR**
11 **EMPLOYMENT RELATIONS WITH THE LIBRARY SYSTEM ADMINISTRATION.**

12 **(2) THE EMPLOYEE ORGANIZATION SHALL COPY THE DIRECTOR ON**
13 **THE REQUEST FOR A NEUTRAL DECISION MAKER IN ORDER FOR THE LIBRARY**
14 **SYSTEM TO RECEIVE NOTICE OF THE SELECTION OF THE NEUTRAL DECISION MAKER**
15 **FOR THE CERTIFICATION PROCESS.**

16 **(C) (1) NOT MORE THAN 7 CALENDAR DAYS AFTER THE DAY ON WHICH**
17 **THE DIRECTOR RECEIVES NOTICE OF THE ASSIGNMENT OF A NEUTRAL DECISION**
18 **MAKER BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE, THE DIRECTOR**
19 **SHALL SUBMIT TO THE NEUTRAL DECISION MAKER A LIST OF EMPLOYEES IN THE**
20 **BARGAINING UNIT.**

21 **(2) IF THE DIRECTOR FAILS TO SUBMIT THE LIST OF EMPLOYEES TO**
22 **THE NEUTRAL DECISION MAKER WITHIN THE REQUIRED TIME, IT SHALL BE**
23 **CONCLUSIVELY DEEMED THAT AT LEAST 30% OF THE EMPLOYEES IN THE**
24 **BARGAINING UNIT HAVE INDICATED A DESIRE TO BE REPRESENTED BY THE**
25 **EMPLOYEE ORGANIZATION.**

26 **(D) (1) THE NEUTRAL DECISION MAKER SHALL CHECK THE WRITTEN**
27 **AUTHORIZATION CARDS SUBMITTED BY THE EMPLOYEE ORGANIZATION OR THE**
28 **EMPLOYEES AGAINST THE LIST OF EMPLOYEES SUBMITTED BY THE DIRECTOR.**

29 **(2) IF THE NEUTRAL DECISION MAKER DETERMINES THAT AT LEAST**
30 **30% OF THE EMPLOYEES ON THE LIST HAVE INDICATED A DESIRE TO BE**
31 **REPRESENTED BY THE EMPLOYEE ORGANIZATION OR TO DECERTIFY AN EXCLUSIVE**
32 **REPRESENTATIVE, THE NEUTRAL DECISION MAKER SHALL NOTIFY THE DIRECTOR**
33 **OF THE DETERMINATION.**

34 **(E) (1) IF THE DIRECTOR DISAGREES WITH THE PETITIONING EMPLOYEE**
35 **ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION OR**
36 **EXCLUSION OF SPECIFIC EMPLOYEES IN THE BARGAINING UNIT, THE PARTIES**

1 SHALL REFER THE ISSUE IMMEDIATELY TO A NEUTRAL DECISION MAKER FROM THE
2 FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE ISSUE.

3 (2) THE NEUTRAL DECISION MAKER SHALL HOLD A HEARING ON THE
4 ISSUE REFERRED UNDER PARAGRAPH (1) OF THIS SUBSECTION WITH THE
5 INTERESTED PARTIES PRESENTING EVIDENCE WITH RESPECT TO THEIR POSITIONS
6 ON THE ISSUE OF THE INCLUSION OR EXCLUSION OF THE EMPLOYEES IN QUESTION.

7 (3) THE NEUTRAL DECISION MAKER'S FINDINGS SHALL BE FINAL AND
8 BINDING ON BOTH PARTIES.

9 (F) AN ELECTION MAY NOT BE CONDUCTED IN A BARGAINING UNIT UNLESS
10 AT LEAST 1 YEAR HAS PASSED SINCE THE LAST ELECTION HELD IN THE BARGAINING
11 UNIT.

12 (G) (1) AFTER A DECISION ON DISPUTED EMPLOYEE INCLUSION OR
13 EXCLUSION, IF REQUIRED, THE DIRECTOR SHALL NOTIFY ALL EMPLOYEES WITHIN
14 THE BARGAINING UNIT THAT AN ELECTION WILL BE HELD AND REQUEST A NEUTRAL
15 DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO
16 OVERSEE AND CONDUCT AN ELECTION BY SECRET BALLOT.

17 (2) THE BALLOT FOR AN ELECTION SHALL INCLUDE THE FOLLOWING
18 CHOICES:

19 (I) IN ACCORDANCE WITH THE ISSUES PRESENTED BY THE
20 PETITION OR PETITIONS, EXCLUSIVE REPRESENTATION BY ANY EMPLOYEE
21 ORGANIZATION SEEKING TO OBTAIN OR CONTINUE REPRESENTATION RIGHTS; AND

22 (II) NO EXCLUSIVE REPRESENTATION.

23 (H) AN EMPLOYEE ORGANIZATION MAY INTERVENE IN THE ELECTION AND
24 HAVE ITS NAME PLACED ON THE BALLOT IF:

25 (1) THE EMPLOYEE ORGANIZATION FILES A PETITION NOT MORE
26 THAN 15 CALENDAR DAYS AFTER THE DATE ON WHICH THE ORIGINAL PETITION IS
27 FILED;

28 (2) THE EMPLOYEE ORGANIZATION CERTIFIES THAT AT LEAST 30%
29 OF THE EMPLOYEES OF THE UNIT HAVE DESIGNATED THE EMPLOYEE
30 ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE
31 LIBRARY SYSTEM ADMINISTRATION; AND

32 (3) THE SHOWING OF INTEREST IS VERIFIED AS PROVIDED IN THIS
33 SECTION.

1 (I) (1) THE ELECTION SHALL BE CONDUCTED ACCORDING TO THE
2 PROCEDURES ESTABLISHED BY THE FEDERAL MEDIATION AND CONCILIATION
3 SERVICE NEUTRAL DECISION MAKER CONDUCTING THE ELECTION.

4 (2) AN EMPLOYEE ORGANIZATION SHALL BE CERTIFIED AS
5 EXCLUSIVE REPRESENTATIVE FOLLOWING AN ELECTION IF THE EMPLOYEE
6 ORGANIZATION HAS RECEIVED THE VOTE OF A MAJORITY OF THE VALID VOTES CAST
7 IN THE BARGAINING UNIT IN WHICH THE ELECTION IS HELD.

8 (3) (I) IF AN ELECTION INCLUDES THREE OR MORE CHOICES AND
9 NO CHOICE RECEIVES A MAJORITY OF THE VALID VOTES CAST, THE NEUTRAL
10 DECISION MAKER SHALL CONDUCT A RUNOFF ELECTION BETWEEN THE TWO
11 CHOICES THAT RECEIVED THE LARGEST NUMBER OF VALID VOTES CAST.

12 (II) THE CHOICE RECEIVING THE MAJORITY OF THE VALID
13 VOTES CAST IN THE RUNOFF ELECTION SHALL BE CERTIFIED.

14 (4) THE NEUTRAL DECISION MAKER CONDUCTING THE ELECTION
15 SHALL ISSUE TO ALL THE PARTICIPANTS IN AN ELECTION A CERTIFICATION OF
16 REPRESENTATION, IF AN EMPLOYEE ORGANIZATION IS CERTIFIED, OR THE RESULTS
17 OF THE ELECTION, IF NO REPRESENTATIVE IS CHOSEN.

18 (J) (1) IF EMPLOYEES ARE REPRESENTED BY AN EMPLOYEE
19 ORGANIZATION, EMPLOYEES MAY FILE A PETITION WITH THE DIRECTOR THAT
20 CONTAINS THE FOLLOWING:

21 (I) AN ASSERTION THAT THE MAJORITY OF THE EMPLOYEES NO
22 LONGER WISH TO BE REPRESENTED BY THE EMPLOYEE ORGANIZATION;

23 (II) A STATEMENT THAT THE EMPLOYEES HAVE IN THEIR
24 POSSESSION SUBSTANTIVE DOCUMENTARY PROOF, DATED NOT MORE THAN 6
25 MONTHS BEFORE THE DAY ON WHICH THE PETITION IS FILED, THAT AT LEAST 30%
26 OF THE EMPLOYEES WITHIN THE BARGAINING UNIT APPROVE OF THE
27 DECERTIFICATION OF THE EMPLOYEE ORGANIZATION; AND

28 (III) A STATEMENT EXPLAINING THAT THE EMPLOYEES ARE
29 SEEKING DECERTIFICATION OF THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE
30 REPRESENTATIVE FOR THE BARGAINING UNIT.

31 (2) (I) THE PETITION SHALL BE PROCESSED AS DESCRIBED IN
32 THIS SECTION, INCLUDING VERIFICATION OF PROOF OF INTEREST AND AN
33 ELECTION.

(II) AN EMPLOYEE ORGANIZATION SHALL BE DECERTIFIED AS EXCLUSIVE REPRESENTATIVE FOLLOWING AN ELECTION IF THE MAJORITY OF THE VALID VOTES CAST IN THE UNIT IN WHICH THE ELECTION IS HELD ARE FOR NO REPRESENTATION.

23-707.

~~(A) IF AN EXCLUSIVE REPRESENTATIVE IS CERTIFIED UNDER BALTIMORE COUNTY COLLECTIVE BARGAINING LAW, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE~~ IF AN EMPLOYEE ORGANIZATION IS CERTIFIED AS DESCRIBED IN THIS SUBTITLE, THE EMPLOYER AND THE EMPLOYEE ORGANIZATION SHALL ENTER INTO A COLLECTIVE BARGAINING AGREEMENT THAT CONTAINS PROVISIONS REGARDING:

(1) WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT;

(2) THE ORDERLY PROCESSING AND SETTLEMENT OF GRIEVANCES REGARDING THE INTERPRETATION AND IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT; AND

(3) OTHER TOPICS THAT THE PARTIES MAY MUTUALLY AGREE TO THAT WERE SUITABLE FOR BARGAINING.

(B) (1) THE EMPLOYER AUTOMATICALLY SHALL DEDUCT FROM THE PAYCHECK OF AN EMPLOYEE, WHO IS A MEMBER OF THE BARGAINING UNIT REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE, DUES AUTHORIZED AND OWED BY THE EMPLOYEE TO THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYEE SUBMITS TO THE EMPLOYER A DUES DEDUCTION AUTHORIZATION CARD THAT HAS BEEN DULY EXECUTED BY THE EMPLOYEE.

(2) ANY DUES DEDUCTED FROM PAYCHECKS UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL BE REMITTED TO THE CERTIFIED EXCLUSIVE REPRESENTATIVE.

(3) THE EMPLOYER AUTOMATICALLY SHALL STOP MAKING PAYROLL DEDUCTIONS UNDER PARAGRAPH (1) OF THIS SUBSECTION ON BEHALF OF A CERTIFIED EXCLUSIVE REPRESENTATIVE IF:

(I) THE CERTIFIED EXCLUSIVE REPRESENTATIVE IS DECERTIFIED;

(II) THE CERTIFIED EXCLUSIVE REPRESENTATIVE'S RIGHT TO DUES IS REVOKED; ~~OR~~

1 (III) THE EMPLOYEE CEASES TO BE A MEMBER OF THE
2 BARGAINING UNIT REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE;
3 OR

4 (IV) THE EXCLUSIVE REPRESENTATIVE RESIGNS FROM
5 MEMBERSHIP IN THE EMPLOYEE ORGANIZATION.

6 (C) THIS SECTION MAY NOT BE CONSTRUED TO:

7 (1) AUTHORIZE OR OTHERWISE ALLOW AN EMPLOYEE TO ENGAGE IN
8 A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS
9 ARTICLE; OR

10 (2) RESTRICT THE AUTHORITY OF THE COUNTY EXECUTIVE OR THE
11 COUNTY COUNCIL TO DETERMINE THE BUDGET OF THE EMPLOYER.

12 (D) (1) A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO UNDER
13 SUBSECTION (A) OF THIS SECTION SHALL BE EFFECTIVE ON RATIFICATION BY THE
14 MAJORITY OF VOTES CAST BY THE EMPLOYEES IN THE BARGAINING UNIT AND
15 APPROVAL BY THE DIRECTOR AND BOARD.

16 (2) A SINGLE YEAR OR MULTIYEAR COLLECTIVE BARGAINING
17 AGREEMENT SHALL EXPIRE AT THE CLOSE OF BALTIMORE COUNTY'S FISCAL YEAR.

18 ~~23-706.~~ 23-708.

19 (A) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,
20 THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL REACH
21 AN AGREEMENT BY MARCH 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
22 AGREEMENT WILL EXPIRE.

23 (2) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE
24 REPRESENTATIVE MUTUALLY MAY AGREE TO EXTEND NEGOTIATIONS FOR A PERIOD
25 NOT TO EXTEND PAST JUNE 30 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
26 AGREEMENT WILL EXPIRE.

27 (B) AN IMPASSE IS REACHED DURING THE NEGOTIATIONS BETWEEN THE
28 EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYER
29 AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE DO NOT REACH AN AGREEMENT
30 BY:

31 (1) MARCH 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
32 AGREEMENT WILL EXPIRE; OR

1 **(2) IF NEGOTIATIONS WERE EXTENDED, THE DATE TO WHICH**
2 **NEGOTIATIONS WERE EXTENDED UNDER SUBSECTION (A)(2) OF THIS SECTION.**

3 **(C) (1) IF AN IMPASSE IS REACHED UNDER SUBSECTION (B) OF THIS**
4 **SECTION, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL**
5 **SUBMIT A FINAL OFFER TO THE OTHER PARTY WITHIN 24 HOURS AFTER THE**
6 **IMPASSE IS REACHED.**

7 **(2) UNLESS THE IMPASSE REACHED UNDER SUBSECTION (B) OF THIS**
8 **SECTION HAS BEEN RESOLVED, THE DISPUTE AND THE FINAL OFFERS SHALL BE**
9 **SUBMITTED TO THE FEDERAL MEDIATION AND CONCILIATION SERVICE WITHIN 5**
10 **DAYS AFTER THE IMPASSE IS REACHED.**

11 **(D) (1) WITHIN 30 DAYS AFTER THE DISPUTE IS SUBMITTED TO THE**
12 **FEDERAL MEDIATION AND CONCILIATION SERVICE UNDER SUBSECTION (C)(2) OF**
13 **THIS SECTION, A MEDIATOR APPOINTED BY THE FEDERAL MEDIATION AND**
14 **CONCILIATION SERVICE SHALL:**

15 **(I) MEET WITH THE DIRECTOR AND THE CERTIFIED**
16 **EXCLUSIVE REPRESENTATIVE; AND**

17 **(II) MAKE WRITTEN FINDINGS OF FACT AND**
18 **RECOMMENDATIONS FOR THE RESOLUTION OF THE DISPUTE.**

19 **(2) COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND**
20 **RECOMMENDATIONS SHALL BE SUBMITTED TO THE DIRECTOR AND THE CERTIFIED**
21 **EXCLUSIVE REPRESENTATIVE.**

22 **(3) ANY COSTS ASSOCIATED WITH THIS SUBSECTION SHALL BE**
23 **SHARED EQUALLY BY THE EMPLOYER AND THE CERTIFIED EXCLUSIVE**
24 **REPRESENTATIVE.**

25 **(E) (1) THE DIRECTOR AND CERTIFIED EXCLUSIVE REPRESENTATIVE**
26 **SHALL MEET WITHIN 5 DAYS AFTER THE CONCLUSION OF MEDIATION HELD UNDER**
27 **SUBSECTION (D) OF THIS SECTION TO REACH A VOLUNTARY RESOLUTION OF THE**
28 **DISPUTE.**

29 **(2) IF THE DIRECTOR AND THE CERTIFIED EXCLUSIVE**
30 **REPRESENTATIVE DO NOT REACH A VOLUNTARY RESOLUTION OF THE DISPUTE**
31 **UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PARTIES SHALL ADOPT THE**
32 **FINDINGS AND RECOMMENDATIONS OF THE MEDIATOR AND SUBMIT THEM TO THE**
33 **BOARD FOR FINAL APPROVAL.**

~~23-707~~ 23-709.

(A) THE EMPLOYER SHALL SUBMIT TO THE BOARD A TERM OF A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO UNDER ~~§ 23-705~~ § 23-707 OF THIS SUBTITLE IF THE TERM:

(1) REQUIRES AN APPROPRIATION OF FUNDS; OR

(2) HAS OR MAY HAVE A FISCAL IMPACT ON THE EMPLOYER.

(B) THE EMPLOYER SHALL MAKE A GOOD FAITH EFFORT TO HAVE THE BOARD APPROVE ALL TERMS OF A COLLECTIVE BARGAINING AGREEMENT THAT THE EMPLOYER IS REQUIRED TO SUBMIT TO THE BOARD FOR REVIEW.

(C) (1) THE BOARD SHALL STATE IN WRITING WHETHER IT WILL REQUEST THAT THE COUNTY EXECUTIVE APPROPRIATE FUNDS FOR OR OTHERWISE IMPLEMENT THE ITEMS THAT REQUIRE BOARD REVIEW:

(I) ON OR BEFORE MAY 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE; OR

(II) WITHIN 30 DAYS OF RECEIVING THE TERMS SUBMITTED FOR REVIEW UNDER SUBSECTION (A) OF THIS SECTION IF NEGOTIATIONS ARE EXTENDED BEYOND MAY 1 UNDER ~~§ 23-706(A)(2)~~ § 23-708(A)(2) OF THIS SUBTITLE.

(2) IF THE BOARD INTENDS NOT TO REQUEST AN APPROPRIATION OF FUNDS FOR OR OTHERWISE IMPLEMENT A TERM, OR PART OF A TERM, THE BOARD SHALL INCLUDE THE REASON FOR THE REJECTION IN THE WRITTEN STATEMENT REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.

(D) (1) IF THE BOARD REJECTS A TERM SUBMITTED FOR BOARD REVIEW, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL:

(I) MEET AS SOON AS POSSIBLE TO NEGOTIATE AN AGREEMENT ACCEPTABLE TO THE BOARD; AND

(II) SUBMIT TO THE BOARD THE RESULTS OF THE NEGOTIATION ON OR BEFORE MAY 15 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE.

(2) THE BOARD SHALL CONSIDER THE AGREEMENT SUBMITTED UNDER PARAGRAPH (1) OF THIS SUBSECTION AND ISSUE A STATEMENT AS REQUIRED UNDER SUBSECTION (C) OF THIS SECTION REGARDING THE NEW TERM.

(3) IF THE EMPLOYER OR THE CERTIFIED EXCLUSIVE REPRESENTATIVE DECLARES THAT AN IMPASSE EXISTS, THE DISPUTE SHALL BE SUBMITTED FOR MEDIATION IN ACCORDANCE WITH ~~§ 23-706~~ § 23-708 OF THIS SUBTITLE.

(E) (1) (I) IF THE BOARD ACCEPTS A TERM SUBMITTED FOR BOARD REVIEW THAT REQUIRES ADDITIONAL FUNDING, THE BOARD SHALL SUBMIT A REQUEST TO THE COUNTY EXECUTIVE WITHIN THE TIME PERIOD PROVIDED IN THE COLLECTIVE BARGAINING AGREEMENT.

(II) THE COUNTY EXECUTIVE MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING, IN WHOLE OR IN PART.

(III) IF THE COUNTY EXECUTIVE APPROVES A REQUEST UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE COUNTY EXECUTIVE SHALL SUBMIT THE REQUEST TO THE COUNTY COUNCIL.

(2) THE COUNTY COUNCIL MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING, IN WHOLE OR IN PART.

(3) (I) IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING SUBMITTED TO THE COUNTY EXECUTIVE OR COUNTY COUNCIL UNDER THIS SUBSECTION IS REJECTED, THE ENTIRE COLLECTIVE BARGAINING AGREEMENT SHALL BE RETURNED TO THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE FOR RENEGOTIATION WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.

(II) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.

(III) 1. IF AN IMPASSE IS REACHED, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL SUBMIT A FINAL OFFER, WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL, FOR THE REVIEW OF THE COUNTY EXECUTIVE.

2. THE COUNTY EXECUTIVE SHALL SELECT ONE OF THE OFFERS SUBMITTED UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH.

3. THE SELECTION OF THE COUNTY EXECUTIVE IS BINDING.

~~23-708~~ 23-710.

(A) THE EMPLOYER MAY NOT:

(1) INTERFERE WITH, COERCE, UNDULY INFLUENCE, OR RESTRAIN AN EMPLOYEE'S EXERCISE OF RIGHTS UNDER THIS SUBTITLE;

(2) DOMINATE, INTERFERE WITH, ASSIST IN THE FORMATION, ADMINISTRATION, OR EXISTENCE OF, OR CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE ORGANIZATION;

(3) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE ORGANIZATION BY DISCRIMINATING AGAINST AN EMPLOYEE THROUGH HIRING, TENURE, PROMOTION, OR OTHER CONDITIONS OF EMPLOYMENT; OR

(4) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE ORGANIZATION THAT IS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES.

(B) AN EMPLOYEE ORGANIZATION MAY NOT:

(1) INTERFERE WITH, COERCE, UNDULY INFLUENCE, OR RESTRAIN AN EMPLOYEE'S EXERCISE OF RIGHTS UNDER THIS SUBTITLE;

(2) CAUSE OR ATTEMPT TO CAUSE THE EMPLOYER TO DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE EXERCISES A RIGHT UNDER THIS SUBTITLE; ~~OR~~

(3) DISCIPLINE OR FINE A MEMBER OF THE EMPLOYEE ORGANIZATION AS PUNISHMENT OR REPRISAL;

(4) DISCIPLINE OR FINE A MEMBER OF THE EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING THE MEMBER'S WORK PERFORMANCE; OR

~~(3)~~ (5) REFUSE TO BARGAIN IN GOOD FAITH WITH THE EMPLOYER OR TO PARTICIPATE IN GOOD FAITH IN A PROCEDURE UNDER THIS SUBTITLE.

(C) (1) AN EMPLOYEE WHO IS A MEMBER OF A BARGAINING UNIT WITH AN EXCLUSIVE REPRESENTATIVE MAY, WITHOUT THE INTERVENTION OF AN EMPLOYEE ORGANIZATION, DISCUSS ANY MATTER WITH THE EMPLOYER.

(2) THIS SUBSECTION DOES NOT WAIVE THE RIGHT OF THE EMPLOYEE ORGANIZATION TO BE THE EXCLUSIVE BARGAINING REPRESENTATIVE FOR ISSUES RELATED TO WAGES, HOURS, AND WORKING CONDITIONS AND IS NOT INTENDED TO CREATE AN ALTERNATE PATH TO ALTER TERMS AND CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES.

~~23-709~~ 23-711.

(A) IT IS THE EXCLUSIVE RIGHT OF THE EMPLOYER TO:

(1) DETERMINE THE PURPOSES AND OBJECTIVES OF EACH OF ITS
CONSTITUENT OFFICES AND DEPARTMENTS;

(2) SET STANDARDS OF SERVICES TO BE OFFERED TO THE PUBLIC;

(3) EXERCISE CONTROL AND DISCRETION OVER ITS ORGANIZATION
AND OPERATIONS; AND

(4) DETERMINE THE METHODS, MEANS, PERSONNEL, AND OTHER
RESOURCES BY WHICH THE EMPLOYER'S OPERATIONS ARE TO BE CONDUCTED.

(B) SUBJECT TO APPLICABLE PROVISIONS OF A COLLECTIVE BARGAINING
AGREEMENT OR MEMORANDUM OF UNDERSTANDING, OR IN ACCORDANCE WITH
OTHER APPLICABLE LAWS, THE EMPLOYER MAY:

(1) DIRECT ITS EMPLOYEES;

(2) HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN EMPLOYEES;

(3) ESTABLISH REASONABLE WORK RULES; AND

(4) DEMOTE, SUSPEND, DISCHARGE, OR TAKE OTHER DISCIPLINARY
ACTION AGAINST ITS EMPLOYEES FOR JUST CAUSE.

(C) EXCEPT AS OTHERWISE PROVIDED BY LAW, IF EMPLOYEES HAVE
ENTERED INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE EMPLOYER
UNDER THIS SUBTITLE, THE COLLECTIVE BARGAINING AGREEMENT ENTERED INTO
SUPERSEDES ANY CONFLICTING REGULATION OR ADMINISTRATIVE POLICY OF THE
EMPLOYER.

23-712.

(A) IN THIS SECTION, "STRIKE" HAS THE MEANING STATED IN § 3-303 OF
THE STATE PERSONNEL AND PENSIONS ARTICLE.

(B) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY NOT ENGAGE IN,
INDUCE, INITIATE, DIRECT, SUPPORT, OR RATIFY A STRIKE.

(C) IF A STRIKE OCCURS, ON REQUEST OF THE EMPLOYER, A COURT OF
COMPETENT JURISDICTION MAY ENJOIN THE STRIKE.

1 **(D) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM THE**
2 **EMPLOYER WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.**

3 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
4 October 1, 2021.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.